

DOE Form 1270.1  
(9-80)U.S. DEPARTMENT OF ENERGY  
INTERAGENCY AGREEMENT FACE PAGE

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FUNDS-OUT INTERAGENCY AGREEMENT (IA)  
Pursuant to

Refer to paragraph I. of page 3.

## 2. TYPE OF ACTION:

☒ New Award ☐ Modification ☐ Extension ☐ Other

## 3. PROJECT TITLE/DESCRIPTION:

Mine reclamation services at the Department of Energy Bluewater Uranium Mining Site.

## 4. AGREEMENT PERIOD (month, day, year)

From:

To:

Refer to paragraph V. of page 5.

## 5. FINANCIAL

## a. Accounting and Appropriation Data:

B&R Number: EX2060  
Approp. Sym.: 89X0224  
Allot. Sym.: AL3491  
PR Number: 04-93AL85504

## b. Funding sources

|               |               |
|---------------|---------------|
|               | \$            |
|               | \$            |
|               | \$            |
| DOE           | \$ 275,000.00 |
| Agency        | \$ 0.00       |
| Total Funding | \$ 275,000.00 |

## c. Method of Payment: Refer to paragraph VIII.

☐ Advance ☒ Reimbursement ☐ Progress

d. Amount obligated this action: \$ 275,000.00

## e. Invoices, if any, submit to:

Department of Energy, Albuquerque Field Ofc.  
Financial Management Division  
Albuquerque, NM 87185-5400

## f. Voucher Form to be used:

Standard Form 1080

## 1. IDENTIFICATION

a. DOE IA No.: DE-AI04-93AL85504  
b. Other agency IA No.: RW89955141-01-0  
c. Modification No.:  
d. Task order No.:

## 6. DOE PROGRAM OFFICER

Name: Robert E. Ivey  
U.S. Department of Energy  
Address: Grand Junction Projects Office  
P.O. Box 2567  
Grand Junction, CO 81502-2567  
Telephone Number: (303) 248-6003

## 7. PERFORMING AGENCY

a. Name: U.S. Environmental Protection Agency  
75 Hawthorne Street  
b. Address: San Francisco, CA 94105

Attention: Robert Bornstein

## c. Program Director

Name: Jeff Zelikson, Director  
United States EPA  
Address: Hazardous Waste Management Division  
San Francisco, CA 94105  
EPA Account #s: 3RLP09KE6M  
3RLP09K76M  
3RLP09K86M  
Telephone No.: (415) 744-2298

IAG Pursuant to Economy Act of 1932 as amended

## 8. ISSUING AGENCY:

Department of Energy (DOE) Albuquerque Field Office  
P.O. Box 5400, Contracts & Procurement Div.  
Albuquerque, NM 87185-5400

## 9. PERFORMING AGENCY ACCEPTANCE:

Hein Takahashi 10-26-92  
(signature) (date)Name (typewritten): Jeff Zelikson  
Director, HWMD  
Title (typewritten): US EPA Region IX  
75 Hawthorne Street  
San Fran., CA 94105  
Telephone:

## 10. DOE CONTRACTING OFFICER:

Betsy A. Shaw OCT 26 1992  
(signature) (date)Name (typewritten): Betsy A. Shaw  
Title (typewritten): Contracting Officer  
CPD/U.S. DOE/AL  
Albuquerque, NM 87185

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DEPARTMENT OF ENERGY (DOE)  
FUNDS-OUT  
INTERAGENCY AGREEMENT (IA)  
DOE IA NO. DE-AI04-93AL85504  
DOE INTERAGENCY AGREEMENT WITH  
U.S. ENVIRONMENTAL PROTECTION AGENCY  
REGION IX  
SAN FRANCISCO, CA

This Interagency Agreement (IA) consists of the following:

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DEPARTMENT OF ENERGY  
FUNDS-OUT  
INTERAGENCY AGREEMENT DE-AI04-93AL85504  
U.S. ENVIRONMENTAL PROTECTION AGENCY  
REGION IX  
SAN FRANCISCO, CA

I. Purpose

The purpose of this Interagency Agreement is to acquire services from the U.S. Environmental Protection Agency (EPA), Region IX for emergency response reclamation activities at the DOE Bluewater uranium mining site (Mining Lease AT (05-1)-ML-60.8-NM-B-1) and the land parcel identified as the southeast quarter (SE 1/4) of Section 13, Township 13 North, Range 11 West, New Mexico Meridian, located in McKinley County, New Mexico (Bluewater USGS Quadrangle). EPA, Region IX shall conduct emergency response reclamation actions, on behalf of DOE, pursuant to Section 120 of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, 42 U.S.C. 9601 et seq., and Sections 300.100, 300.170, 300.410 and 300.415 of the National Contingency Plan, 40 C.F.R. Part 300 and Executive Order 12580.

II. Scope of Work

The EPA Region IX's Emergency Response Section (ERS) shall conduct the site stabilization and mine reclamation activities as described in the Statement of Work, Attachment 2. Pursuant to Section 120 of CERCLA and Section 2(d) of Executive Order 12580, DOE has been delegated the responsibility for conducting necessary removal and remedial with respect to releases or threatened releases from any facility that is under the jurisdiction, custody and control of the Department. DOE acknowledges that the Bluewater Site parcel identified in Section I. above is under the jurisdiction, custody and control of the Department. Due to the need for a timely response in conducting the response action at the DOE Bluewater parcel, and because of EPA's prior expertise in conducting the response action at the Bluewater Indian Allotments parcels, DOE is requesting reclamation services from EPA. Under these circumstances, EPA's performance of the response activities required, as an agent of DOE, is consistent with CERCLA, the NCP, and Executive Order 12580.

The emergency response reclamation work shall be performed in order to mitigate the public health and environmental concerns that have been documented at the DOE Bluewater uranium mining site, such as the release and threatened release of hazardous substances from the uranium mine pit surfaces, mining overburden, and abandoned ore debris and mine tailings at the mining site which present an imminent and substantial endangerment to the public health, welfare and the environment. These health and environmental concerns are identified in the EPA Action

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Memorandum dated May 17, 1991 and the Public Health Advisory issued by the Agency for Toxic Substances and Disease Registry on November 21, 1990. Based on investigations performed to date, emergency response reclamation activities, as detailed in the Statement of Work, must be conducted at the site to reduce surface emissions of gamma radiation and to restrict public access to the site.

### III. Cost

A breakdown of total estimated remediation costs are provided below based on an estimated fourteen (14) days of ten (10) hour workdays. Equipment costs include manpower, fuel and maintenance.

#### Construction Contractor

|                                 | Unit Price    | Quantity      | Amount    |
|---------------------------------|---------------|---------------|-----------|
| Mobilization and Demobilization | \$ LS         | 1 job         | \$ 20,000 |
| D8N Cat Tractors                | \$165.00      | 3 for 140 Hrs | \$ 69,300 |
| 14G Cat Grader                  | \$130.00      | 1 for 70 Hrs  | \$ 9,100  |
| 980C Front End Loader           | \$165.00      | 2 for 140 Hrs | \$ 46,200 |
| D6H Cat Tractor                 | \$125.00      | 1 for 140 Hrs | \$ 17,500 |
| Haul Trucks or Scrappers        | \$165.00      | 3 for 100 Hrs | \$ 49,500 |
| Clean-Fill                      |               |               | \$ 15,000 |
| Revegetation                    | \$425.00/acre | 20 acres      | \$ 8,500  |
| Signs                           | \$230.00      | 6 signs       | \$ 1,380  |
| Concrete materials              |               |               | \$ 10,000 |
| Subtotal                        |               |               | \$246,480 |

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EPA Costs

|                       |             |               |           |
|-----------------------|-------------|---------------|-----------|
| Field OSC             | \$20.00/Hr  | 180 Hrs       | \$ 3,600  |
| Radiation specialist  | \$24.00/Hr  | 180 Hrs       | \$ 4,320  |
| BEAC Contractor       | \$65.00/Hr  | 180 Hrs       | \$ 11,700 |
| Per diem for crew     | \$75.00/Day | 3 for 18 Days | \$ 4,050  |
| Travel                |             |               | \$ 4,000  |
| Subtotal              |             |               | \$ 27,670 |
| TOTAL ESTIMATED COSTS |             |               | \$274,150 |

IV. Deliverables

- a. EPA, Region IX shall provide written biweekly progress reports in the form of Pollution Reports to the DOE Liaison regarding progress of work, potential schedule delays, and other matters pertinent to performance of the Statement of Work by EPA.
- b. Upon completion of the project, EPA, Region IX shall provide an On-Scene-Coordinator report summarizing all of their activities and provide a detailed cost summary.

V. Duration of Agreement

The term of this IA will commence upon acceptance by EPA, Region IX and DOE, and will continue until the work outlined in this IA is complete and the funds are expended or upon written request by DOE in accordance with provision 8 of the Standard General Provisions, at which time all work by the EPA will cease. The term of this IA may be modified upon mutual agreement of both parties.

VI. Program Officers

- a. The DOE Liaison shall be:

Robert E. Ivey  
Contracting Officer  
Department of Energy  
Grand Junction Projects Office  
P.O. Box 2567  
Grand Junction, CO 81502-2567  
Phone: (303) 248-6003

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The EPA, Region IX Liaison shall be:

Robert Bornstein  
On the Scene Coordinator  
U.S. Environmental Protection Agency, Region IX  
USEPA-ERS H-8-3  
75 Hawthorne Street  
San Francisco, CA 94105  
Phone: (415) 744-2298

**VII. Obligation of Funds**

The total amount of funds obligated by DOE for this IA is  
\$275,000.00.

**VIII. Payment**

- a. The work shall be performed on a reimbursable basis, to the extent EPA funds are available to support the necessary effort. Allowable costs shall include labor hours, contract costs, material costs, travel reimbursements, and any other allowable direct or indirect costs and consistent with applicable federal cost principles.
- b. EPA, Region IX shall utilize verifiable accounting procedures and management information systems to support work performed under this agreement. These procedures involve accumulating and accounting for obligations and costs incurred under this agreement.
- c. EPA, Region IX shall bill DOE upon completion of the remediation tasks as described in the Statement of Work and DOE shall provide reimbursement for the amounts requested within 30 days of the receipt of the invoice billing. Invoices shall include appropriate accounting information as identified in paragraph VIII(d). Payment shall be made to EPA by check or by Federal Reserve electronic transfer of funds.
- d. EPA, Region IX shall submit a Standard Form (SF) 1080 Invoice with the following information.
  - (1) DOE Accounting and Appropriation Data.
  - (2) DOE Interagency Agreement Number.
  - (3) Appropriate Mailing Address.

**IX. Documents attached as part of this agreement.**

a. Attachment 1 - Standard General Provisions.

b. Attachment 2 - Statement of Work.

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Attachment 1  
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STANDARD GENERAL PROVISIONS  
FOR  
DOE FUNDS-OUT INTERAGENCY AGREEMENT

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Attachment 1

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STANDARD GENERAL PROVISIONS  
FOR DOE INTERAGENCY AGREEMENTS

1. Definitions. For purpose of this agreement, "DOE" means the United States Department of Energy or any duly authorized representative thereof, and "Agency" means the performing agency stated in the agreement or any duly authorized representative thereof.
2. Cost Chargeable to DOE Funds. Direct costs are the costs that can be directly identified with and charged to the work under the agreement and with the limitations set forth below. Examples of such costs are salaries wages, technical services, materials, travel and transportation, communications, and any facilities and equipment expressly approved for purchase under the Interagency Agreement (IA).
  - a. Expenditures for domestic travel expected to exceed \$1,000 per individual trip shall not be allowable hereunder without prior written approval of the DOE Contracting Officer.
  - b. Foreign travel costs are allowable only when the trip has received the advance approval of the DOE Contracting Officer.
  - c. Reimbursement for expenditures at technical meetings and seminars at which attendance is not required by DOE shall not be allowable without prior written approval of the DOE Contracting Officer.
3. Financing. DOE will finance programs on a reimbursable basis when acceptable to the other agency. If the reimbursable basis is not acceptable, however, then DOE will finance the work by a Consolidated Working Fund Advance, preferably on a quarterly basis, or by an appropriation transfer or transfer appropriation. DOE will reimburse or will make available, in advance, the amount specified in the IA incorporating these general provisions. Requests for funds shall show separately the amount required for (a) operating costs, (b) capital equipment (as defined in 9 below), and (c) acquisition or condemnation of any real property or any facility or for plant or facility acquisition, construction or expansion.
  - a. Vouchers for payment will be submitted on the agreed upon form.
  - b. Any funds advanced which are expected to remain beyond the original period of performance for a project which is incomplete, or for which there is an increased scope of work, will remain available to the Agency if the IA is amended by the DOE to extend the period of performance for the research project or any other work beyond the original completion date. Request for such time extensions should be made to the DOE by the Agency at least 30 days prior to the end of the performance period.

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Attachment 1  
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- c. Any advanced funds remaining for a continuing research project or any other work remain available for the entire performance period of the project, unless there is a date specified as a required completion date after which no further funds shall be expended.
  - d. Any advanced funds remaining after the completion of a research project shall be reimbursed to the DOE.
4. Notice of Costs Approaching Total Estimated Costs. Whenever the Agency has reason to believe that the total cost of the work under this agreement will be substantially greater or less than the presently estimated cost of the work, the Agency shall promptly notify the DOE in writing. The Agency shall also notify the DOE, in writing, when the aggregate of costs incurred and outstanding commitments allowable under this agreement is equal to 90 percent (or such other percentage as the DOE may from time to time establish by notice to the Agency) of the presently estimated total costs under this agreement. When the costs incurred and outstanding commitments equal 100 percent of such estimated total costs, the Agency shall make no further commitments or expenditures (except to meet existing commitments) and shall be excused from further performance of the work unless and until the DOE shall increase the total estimated costs to be incurred with respect to this agreement.
5. Excess Funds. The Agency shall take prompt action to return to the DOE any funds determined to be excess to the work during the performance of the work and any unobligated funds after the completion of the agreement or any of September 30 each year unless the agreement has been extended and any unused balances have been carried forward in the extension. In a joint venture project where the performing Agency deposits the advance in any annual consolidated working fund, any unobligated balances shall be returned to the DOE before the cutoff date at the close of each fiscal year.
6. Financial Reports. The Agency shall furnish the DOE, not later than 15 days after the close of each reporting period, monthly or other periodic cost or financial reports in such form and detail as may be required by the DOE. Any costs incurred for capital equipment or other assets shall be supported by a list showing the description, make, any serial number, and the cost of each item acquired.
7. Accounting Records. The Agency shall accumulate and account for obligations and costs incurred in connection with the work being performed under this agreement in such form and detail as may be required by the DOE.
8. Termination. The DOE may terminate this agreement upon 30 days written notice of such termination addressed to the Agency. In the event of such termination, the Agency shall be reimbursed, to the extent permitted, for obligations actually incurred to the effective

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- (2) the Agency shall maintain a record thereof in such a manner as to ensure adequate control and accounting satisfactory to the DOE.

11. Technical Progress Reports: Publication. The Agency will make such reports to the DOE on the progress of the work under this agreement as may be mutually agreed upon.

It is the policy of DOE to make the results of the research, development and demonstration work contemplated under IA's broadly available to the scientific, technical and engineering community and others through the timely publication of reports or journal articles. All publications and engineering materials prepared under the IA will be freely exchanged, made available for public sales, unless classified, and a minimum of two copies sent to the DOE Technical Information Center (TIC), P.O. Box 62, Oak Ridge, Tennessee 37830. Each IA technical report issued and each task order technical report issued pursuant to a master IA will be accompanied by a DOE Form 537 and a statement describing the technical reports delivered and will be sent to TIC for incorporation into the Technical Information Management system (TIMS).

12. Environmental Safety and Health Requirements. DOE will not assume responsibility for prescribing and/or enforcing environmental safety and health requirements for operators of other Agency facilities engaged in the performance of DOE work.

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Attachment 2

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## STATEMENT OF WORK

The Environmental Protection Agency (EPA) Emergency Response Section will provide the following services to the Department of Energy (DOE) on the DOE parcel identified as the south east quarter (SE 1/4) of Section 13, Township 13 North, Range 11 West, New Mexico Meridian located in McKinley County, New Mexico (Bluewater USGS Quadrangle).

Pursuant to Section 300.415 of the National Contingency Plan, EPA will conduct site stabilization and mine reclamation activities at this site. The purpose of this response is to prohibit the migration of radionuclide contaminants and reduce the elevated gamma radiation emissions associated with the large piles of uranium bearing protore and improper mine closure.

To accomplish this task, EPA and its contractors will perform the following tasks:

## TASKS TO BE PERFORMED

- 1) EPA will conduct a 50' X 50' gamma survey using Ludlum 19 instruments to delineate elevated gamma radiation areas. Contour maps will be generated from the data. Data will be collected at both waist and ground level.
- 2) Fill material will be utilized within the DOE property and, if necessary purchased from adjacent property, to cover areas of elevated gamma radiation (165 uR/hr above background). Covered areas will be graded, sloped (3 to 1) and vegetated to withstand natural erosion.
- 3) Open adits will be backfilled with protore and filled to DOE specifications. Overburden material will be contoured and sloped to avoid reopening of the mine opening.
- 4) Mine vent shafts will be backfilled and plugged with concrete.
- 5) All disturbed areas will be revegetated with natural grasses and sloped to resist erosion. Radiological hazard warning signs will be posted on the reclaimed zones advising local residents to avoid disturbing the protective covering. The signs will be in English, Spanish and Navajo.
- 6) All work will be conducted in accordance with the approved EPA Region IX Health and Safety Plan dated 7/26/91. EPA shall provide air monitoring to ensure adequate worker safety.
- 7) EPA will provide biweekly progress reports in the form of Pollution Reports (POLREPS) to the DOE. At the completion of the project, EPA will provide DOE with a copy of the OSC report. EPA will also submit

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Attachment 2

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## Statement of Work (cont.)

- 8) EPA will conduct a post-response 50' X 50' gamma survey to ensure that all areas exceeding 165 uR/hr excluding background have been properly reduced to 50 uR/hr. EPA will conduct post-removal soil sampling to ensure that soil radium concentrations do not exceed the 40 CFR Section 192 standard of 5 pCi/g.
- 9) EPA will release reclaimed area upon completion of task to DOE for future maintenance and environmental oversight pursuant to Executive Order 12590.

**UNCLASSIFIED**

U.S. DEPARTMENT OF ENERGY  
ALBUQUERQUE FIELD OFFICE  
CONTRACTS AND PROCUREMENT DIVISION  
PROGRAMS AND R&D BRANCH  
PH: (505) 845-6703  
FAX: (505) 845-4210

**FAX MESSAGE****DATE:** October 26, 1992

**TO:** Mr. Robert Bornstein  
U.S. EPA Region IX  
H-8-3

**FROM:** Ms. Cheryl Thompson  
U.S. DOE Albuquerque Field Office  
CPD:PRDB  
(505) 845-6145

**MESSAGE:**

*This fax consists of 14 pages (including cover).*

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